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11 *Attorneys for Tecumseh–Infinity Medical
12 Receivable Fund, LP*

13 **IN THE UNITED STATES BANKRUPTCY COURT
14 FOR THE DISTRICT OF NEVADA**

15 In re:

16 INFINITY CAPITAL MANAGEMENT, INC.
17 *dba INFINITY HEALTH CONNECTIONS,*
18 Debtor.

19 Case No. 21-14486-abl
20 Chapter 7

21 Adversary Case No. 21-01167-abl

22 HASELECT-MEDICAL RECEIVABLES
23 LITIGATION FINANCE FUND
24 INTERNATIONAL SP,

25 Plaintiff,

26 v.
27 TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,
Defendant.

28 **THIRD AMENDED NOTICE OF RULE
30(b)(6) DEPOSITION OF WITNESS
FOR HASELECT-MEDICAL
RECEIVABLES LITIGATION
FINANCE FUND INTERNATIONAL,
SP**

28 HASELECT-MEDICAL RECEIVABLES
LITIGATION FINANCE FUND
INTERNATIONAL SP, et al.,

29 Counter-Claimant,

30 v.
31 TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP, et. al.,
32 Counter-Defendants.

1 **THIRD AMENDED NOTICE OF RULE 30(b)(6) DEPOSITION OF WITNESS FOR**
 2 **HASELECT-MEDICAL RECEIVABLES LITIGATION**
 3 **FINANCE FUND INTERNATIONAL, SP**

4 NOTICE IS HEREBY GIVEN that Defendant/Counterclaim Plaintiff/Counter Defendant
 5 Tecumseh–Infinity Medical Receivables Fund LP (“**Tecumseh**”), by and through their counsel of
 6 record, pursuant to Federal Rule of Civil Procedure Rule 30(b)(6) (made applicable to this
 7 proceeding by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure) will take the
 8 deposition of the representative of HASelect-Medical Receivables Litigation Finance Fund
 9 International, SP (“**HASelect**”) regarding the topics enumerated below on **June 27, 2023, at 10:00**
 10 **a.m. (Pacific)**, before a Notary Public, or before some other person authorized by law to administer
 11 oaths and will be recorded via video and/or stenographic means. The deposition will be conducted
 12 in-person at GARMAN TURNER GORDON, LLP, located at 7251 Amigo St., Suite 210, Las
 13 Vegas, Nevada 89119.

14 Oral examination will continue from day-to-day until completed, or at a later date mutually
 15 agreed upon by the parties until completed. Reorganized Debtor reserves the right to videotape
 16 the deposition.

17 Pursuant to Federal Rule of Civil Procedure Rule 30(b)(6), HASelect shall designate one
 18 or more officers, directors, or managing agents, or other persons who consent to testify on its
 19 behalf, as to each of the following matters:

20 **TOPICS FOR TESTIMONY**

21 1. Matters relating to the formation of HASelect-Medical Receivables Litigation
 22 Finance Fund International SP’s (“**HASelect**” or “**You**” or “**Your**”) business relationship with
 23 Infinity Capital management, Inc. (“**Infinity**”).

24 2. Matters relating to the administration of Your business relationship with Infinity.

25 3. Matters relating to the facts and circumstances of the termination of Your business
 26 relationship with Infinity.

27 4. Matters relating to your knowledge concerning the facts and circumstances of the
 28 formation of Tecumseh-Infinity Medical Receivables Fund LP (“**Tecumseh**”).

1 5. Matters relating to the termination of Your business relationship with Chad Meyer.
2 6. Matters relating to the termination of Your business relationship with Simon Clark.
3 7. Matters relating to the facts and circumstances of any and all loans You made to
4 Infinity.

5 8. Matters relating to all efforts by You to perfect any security interest in Infinity's
6 personal property.

7 9. Matters relating to the facts and circumstances concerning Your negotiation and
8 execution of the Second Amended & Restated Loan and Security Agreement and Promissory Note
9 with Infinity.

10 10. Matters relating to Infinity's use of any funds obtained from loans from You.

11 11. Matters relating to the facts and circumstances concerning Infinity's negotiation
12 and execution of a Sub-Advisory Agreement with Tecumseh, as identified in paragraph 24 of Your
13 Amended Complaint.

14 12. Matters relating to the factual basis for Your assertion of any interest in any medical
15 receivables owned or acquired by Tecumseh.

16 13. Matters relating to the factual basis for Your assertion of any interest in any medical
17 receivables owned or acquired by Infinity on behalf of Tecumseh.

18 14. Matters relating to the factual basis for Your assertion in paragraph 16 of Your
19 Amended Complaint 16 that "HASelect is informed and believes that Tecumseh subsequently
20 colluded with Infinity to conceal the sale and assignment of the HAS Accounts from HASelect to
21 allow Infinity time to collect proceeds from the HAS Accounts and to transfer such proceeds to
22 Tecumseh. Specifically, Tecumseh requested on various occasions that Infinity conceal
23 information from HASelect concerning the HAS Accounts and other Collateral, and Infinity
24 complied with such requests."

25 15. Matters relating to the factual basis for Your assertion in paragraph 60 of the
26 Amended Complaint that "HASelect is entitled to a declaration that (i) it holds a perfected security
27 interest in the HAS Accounts and the Disputed Accounts pursuant to the MLA, (ii) any interest
28 Tecumseh claims in any of the HAS Accounts or the Disputed Accounts is subordinate and subject

1 to HASelect's prior, perfected security interest in the same, (iii) any interest Tecumseh claims in
2 any of the HAS Accounts or the Disputed Accounts was unperfected as of the Petition Date, and
3 (iv) HASelect is entitled to immediate possession of the HAS Accounts and the Disputed Accounts
4 and all proceeds thereof."

5 Dated this 13th day of June 2023.

6 GARMAN TURNER GORDON LLP
7

8 By: /s/Jared Sechrist
9 GERALD M. GORDON, ESQ.
10 JARED SECHRIST, ESQ.,
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13 and

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20 *Attorneys for Tecumseh–Infinity Medical
21 Receivable Fund, LP*

1 **CERTIFICATE OF SERVICE**

- 2 1. On June 13, 2023, I served the following document(s): **THIRD AMENDED NOTICE**
3 **OF RULE 30(b)(6) DEPOSITION OF WITNESS FOR HASELECT-MEDICAL**
4 **RECEIVABLES LITIGATION FINANCE FUND INTERNATIONAL, SP**
- 5 2. I served the above-named document(s) by the following means to the persons as listed
6 below:

7 ECF System:

8 CLARISSE L. CRISOSTOMO on behalf of ROBERT E. ATKINSON
9 clarisse@nv-lawfirm.com; bknotices@nv-lawfirm.com

10 BART K. LARSEN on behalf of HASELECT-MEDICAL RECEIVABLES
11 LITIGATION FINANCE FUND INTERNATIONAL SP
12 blarsen@shea.law; kwyant@shea.law;

13 I declare under penalty of perjury that the foregoing is true and correct.

14 DATED this 13th day of June 2023.

15 _____
16 */s/ Tonya Binns*
17 an employee of
18 GARMAN TURNER GORDON LLP

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